

JOINT USE COOPERATIVE AGREEMENT
For the BUTTE VALLEY HOMEWORK CENTER
By and Between
The Butte Valley Unified School District, The City of Dorris
And Siskiyou County

WHEREAS, the development of cooperative services between the Butte Valley Unified School District will serve the interests of all Butte Valley residents; and

WHEREAS, it is in the interests of the County and the School District to provide additional tutoring and literacy services to students and other residents of Butte Valley; and

WHEREAS, the COUNTY and the SCHOOL DISTRICT wish to enter into this Cooperative Agreement as a basis for a Homework Center and other joint venture projects;

NOW, THEREFORE, the parties hereto establish the following principles as the basis for this Agreement.

1. ROLES AND RESPONSIBILITIES

THE COUNTY LIBRARY

Siskiyou County will staff the library in the City of Dorris, as it has since 1915. In its new building, the Dorris Library will provide four computers and up to five study tables in its Multipurpose Room for a Homework Center. During designated hours this room will be open to tutors and students only, for homework and tutoring.

It is the County Library's intention to provide materials that support the literacy and English as a Second Language programs provided by the School District. As part of this goal, the Siskiyou County Library plans to obtain grant funds to establish a Spanish language and bilingual collection of materials for the Dorris Library.

The Library will provide access to the Internet, the library catalog, the Magazine Index (or similar product) and other electronic resources on the Homework Center computers. The Library will also permit the School District to load appropriate tutoring software on the Homework Center computers. The Multipurpose Room will be available for literacy classes, English as a Second Language classes, distance learning opportunities, school meetings, and other appropriate uses when it is not in use as a Homework Center.

The library staff will meet with teachers at each school at least annually, to remind them of the availability of the Homework Center and request input on its services.

The Siskiyou County Children's Librarian will visit the Homework Center at least twice per year to provide instruction on research and study skills. She will also participate in decisions concerning the Homework Center, and provide information on useful websites

and other appropriate support tools. She will consider the Butte Valley Unified School District curriculum and the interests of students as she develops the Dorris Library book collection.

Furthermore, the library will accept curriculum and other materials from the Butte Valley schools for temporary or long-term inclusion in its Dorris Library collection for use by students. The materials may be incorporated into the regular library collection or treated as uncataloged special collections, depending on the items and the interests of the School District. Library staff will also respond to teacher requests by placing appropriate materials on temporary reserve or limited circulation as needed, and by requesting additional materials from other Siskiyou County Library branches.

BUTTE VALLEY UNIFIED SCHOOL DISTRICT

The Butte Valley Unified School District will provide an advisor to the Dorris Library staff that will be responsible for maintaining the interaction between teachers, students and library staff. The Advisor will establish an Advisory Board that includes students, or use other means to be sure that students are involved in Homework Center decisions and operations.

The District will provide training to volunteer tutors, who may be recruited by the School District or the Library. The School District will determine the minimum requirements that volunteer tutors must meet. School District staff or volunteer tutors will supervise activities in the Homework Center.

Butte Valley teachers and/or library aides will provide descriptions of class assignments that involve library research to the public library, so the library may be sure appropriate materials are available for students.

The District will provide copies of curriculum materials and textbooks to the library when, in the opinion of District personnel, that material will enhance learning opportunities for students.

The District will make educational software available for the Homework Center that will enhance student opportunities for learning.

In addition to cooperating with the Library to provide a Homework Center, the District will involve the library in its family literacy and English as a Second Language activities. This may include holding classes in the library's Multipurpose Room, providing literacy materials to the library, and helping the library plan programs that promote family literacy.

THE CITY OF DORRIS

The City of Dorris will own and maintain the Dorris Library building and property.

2. JOINT LIBRARY SERVICES

The library staff will assist students in using materials in the library, including those that are provided by the School District. School District staff and volunteer tutors will provides students with assistance in completing homework assignments, developing their skills in reading, writing and math, and using computers effectively for research and for appropriate personal information.

3. HOURS OF OPERATION

It is the intent of the Siskiyou County Library to provide at least the following hours of operation for the Dorris Library:

Library Staff:	Noon to 5 p.m. 11 a.m. to 4 p.m.	Monday and Tuesday Wednesday
Library Volunteers:	4 – 5 1 – 5	Wednesday Thursday and Saturday

Severe budget cuts that affect branch library hours throughout Siskiyou County may also have a negative impact on hours at the Dorris Library. If this were to occur, every effort would be made to keep the library open these minimum hours with a combination of staff and trained volunteers.

The Homework Center collection of materials will be maintained on library shelves and available when the library is open. The Multipurpose Room will be open as the physical Homework Center when it is staffed by school personnel and/or designated, trained volunteer tutors. The minimum planned hours for the Homework Center are:

School personnel and/or volunteer tutors: 3 – 5 Monday through Thursday

Additions to the hours listed above are desirable and do not constitute a revision of this Agreement, provided they are approved by the School District Administrator and the County Library Director.

4. STAFF MEMBERS

The primary staff member at the Dorris Library will be a Branch Library Assistant. She will work 15 hours per week (or more if the County Library budget improves, less if the County Library is forced to reduce staff levels due to budget cuts). She will train library volunteers to keep the library open additional hours, and will train District staff and volunteers as needed on library usage.

The Siskiyou County Library Children's Librarian will function as an advisor and liaison for the Homework Center. She will visit approximately once per month, and devote approximately 50 hours per year specifically to Dorris Library visits and programs.

The County Library Director will oversee all programs and services provided by the Dorris Library.

Designated School District personnel will manage staffing and supervision of the Homework Center. The Homework Center Advisor will devote two hours or more per school week to administer the program. The School District will endeavor to staff the Homework Center eight hours per week, with paid staff unless budget restrictions limit the program to use of volunteers. In either case, a designated tutor will be responsible for the Center eight hours per week during the school year.

The school library staff will be involved in the program, to coordinate the library instruction and programs given at the school with those provided by the public library.

The Butte Valley Unified School District Superintendent will oversee the Homework Center activities.

5. USE OF VOLUNTEERS

The Homework Center and library will depend on and promote volunteerism. Volunteers will be hired to extend the library's open hours, assist the library staff in general library operations, and operate and/or work as tutors in the Homework Center.

6. IDENTIFICATION OF THE LOCATION OF THE JOINT USE PROJECT

The Homework Center will be located in the Multipurpose Room of the new Dorris Library, to be constructed at the west end of Third Street in Dorris, California.

7. OWNERSHIP OF THE SITE, FACILITY, FURNISHINGS, EQUIPMENT AND LIBRARY MATERIALS

The Dorris Library, its furnishings, original equipment and its site will be owned by the City of Dorris. Additional equipment may be owned by the City of Dorris, Siskiyou County or The Butte Valley Unified School District, depending on the purchaser and the agreements made. The School District or City may retain ownership of equipment it places in the library, and remove it from the library as needed. Any equipment or furnishings placed in the library or Homework Center must meet the approval of the County Library Director.

8. ALL SOURCES AND USES OF FUNDING

The sources of funding for operation of the Dorris Library will be primarily the Siskiyou County General Fund. The Butte Valley Friends of the Library will also contribute. Building maintenance funding will be provided by the City of Dorris. Homework Center staff funding will be provided by the Butte Valley Unified School District. All entities expect to explore grant opportunities for program enhancements.

9. RESPONSIBILITY FOR FACILITY OPERATION, MAINTENANCE AND MANAGEMENT.

The Siskiyou County Library will be responsible for facility operations and management. The City of Dorris will be responsible for building maintenance. The Butte Valley Unified School District will be responsible for operations of the Homework Center only.

10. REVIEW AND MODIFICATION PROCESS FOR THIS AGREEMENT.

The Library staff, the Children's Librarian and School District Liaison will monitor the effectiveness and use of the Homework Center on an ongoing basis. They will recommend changes to the program and Agreement as needed to the Butte Valley Unified School District Administrator and the County Library Director. The District Administrator and Library Director will meet at least once per year to review the Agreement. Revisions to the Agreement must be approved by the Butte Valley Unified School District Board and the Siskiyou County Board of Supervisors. The Dorris City Council and Butte Valley Friends of the Library must be informed of potential revisions and have the opportunity to provide input on revisions.

11. FIELD ACT APPLICABILITY

This project is exempt from the Field Act, based on the following rationale:

The Library and Homework Center will not be located on school grounds.

No required educational activities will take place in the Homework Center or the general library that involve attendance at any one time by more than 24 students enrolled in kindergarten or grades 1 through 12.

12. TWENTY YEAR COMMITMENT

The Butte Valley Unified School District and Siskiyou County Library commit to provide appropriate joint use services consistent with the intent of this Agreement for a minimum of 20 years from the date of the opening of the new Dorris Library. During the 20 year period, the joint venture library activities may be modified as needed, as long as a joint venture library service that promotes reading and language proficiency, encourages library use and supports school assignment needs is provided.

13. ACKNOWLEDGMENT AND INCORPORATION OF EDUCATION CODE

The City of Dorris and the Siskiyou County Library acknowledge the provisions of Education Code Section 19999 and Section 20440 (e) (3) (G), which require the provision of public library direct services for 40 years. The City commits the use of the facility as a public library during that time

Hold Harmless

Each party to this Agreement shall indemnify, defend, and hold harmless the other parties, their officers, agents, and employees from every claim, action or liability, including without limitation all consequential costs, expenses, and damages arising from, or connected with, each party's operations or services hereunder, whether or not resulting from the negligence of the party, its agents, or its employees.

Public Liability Insurance

Each party to this Agreement shall self-insure or shall keep in force during the term of this Agreement, at its own expense, public liability insurance in reputable companies and through reputable brokers to protect against liability to the public incident to the use of, by or resulting from any acts of omissions of its part, the liability under said insurance to be not less than one million dollars (\$1,000,000) for any one person injured, or one million dollars (\$1,000,000) for any one accident, and one million dollars (\$1,000,000) for property damage. Each party shall furnish the other a certificate of insurance in a reasonably satisfactory form naming the other party, its employees, officers, directors and agents as additional insureds on said policy or self-insurance.

Workers' Compensation Insurance

Each party to this Agreement shall procure and maintain Workers' Compensation Insurance as required by Labor Code Section 3700.

Non-assignment

Neither party to this agreement shall assign its rights or privileges under the Agreement, or any interest therein, nor shall either attempt to confer any of its privileges under the Agreement to any third party.

Waiver

The waiver by either party of any breach of term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant, condition or any subsequent breach of the same or of any other term, covenant or condition herein contained.

Reasonable Attorney's Fees

In the event that either party to this Agreement shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of the Agreement by it to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, a reasonable attorney's fee to be fixed by the court, and such recover shall include court costs and attorney's fee on appeal, if any. As used herein, the term "party prevailing" means the party in whose favor final judgment is rendered.

Notice

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or by first-class mail as follows:

District: Butte Valley Unified School District
13001-B Old State Highway
Macdoel, California 96058

County: Library Director
Siskiyou County Library
719 Fourth Street
Yreka, CA 96097

City: City Administrator
P.O. Box 768
Dorris, CA 96023

This Agreement shall become binding only if the City is awarded a grant for the library facility from the California State Library under the Library Bond Act. When the City of Dorris provides the new library facility and the Dorris Library has reopened in that facility, the Agreement will take effect. Should these conditions not occur, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

BUTTE VALLEY UNIFIED
SCHOOL DISTRICT

DATE: _____

CITY OF DORRIS

BY _____

DATE: _____

SISKIYOU COUNTY

BY _____
Chairman, Board of Supervisors

DATE: _____

ATTEST:

BY _____
Deputy

APPROVED AS TO FORM:

County Counsel